

# EXHIBIT “VIII”

*Citak & Citak  
Attorneys at Law*

*Burton Citak*

*Donald L. Citak*

*270 Madison Avenue, New York, N.Y. 10016*

*(212) 759-9585 / (800) 724-9585*

*Fax (212) 759-2979*

E-mail: dcitak@citaklaw.com  
bcitak@citaklaw.com

November 12, 2003

American Arbitration Association  
950 Warren Avenue  
East Providence, Rhode Island 02914

Re: Marton v. Hogan Contracting Inc.  
Index #: 602826/2002

To whom it may concern:

Enclosed herein pursuant to your regulations please find three copies of the Demand for Arbitration under the Construction Industry Arbitration Rules. A copy of the Agreement between the owner and contractor and the General Conditions of the Contract for Construction. Please note the original Demand for Arbitration has been sent to the Respondent's representative.

Also enclosed please find a check in the sum of Three Hundred Twenty Five (\$ 325.00) Dollars, payment of your filing fee.

Your prompt attention to the foregoing would be greatly appreciated. Please contact the undersigned concerning the assignment of an Arbitrator at your earliest convenience.

*Very truly yours*

*Donald L. Citak*

DLC/sd  
Enclosure

cc: Lee Pollack, Esq.  
attorney for Respondent

**American Arbitration Association  
CONSTRUCTION INDUSTRY ARBITRATION RULES  
DEMAND FOR ARBITRATION**

**MEDIATION** If you want the AAA to contact the other party and attempt to arrange a mediation, please check this box.

TO: Name of Respondent <u>Hogan Contracting, Inc.</u>			Name of Representative (if known) <u>Lee Pollack, Esq. / Maguire &amp; Pollack</u>		
Address <u>247 West Hartsdale Avenue</u>			Address <u>106 Corporate Park Drive, Suite 401</u>		
City <u>Hartsdale</u>	State <u>NY</u>	Zip Code <u>10530</u>	City <u>White Plains</u>	State <u>NY</u>	Zip Code <u>10604</u>
Phone No. <u>914-684-0277</u>	Fax No. <u>914-684-0285</u>		Phone No. <u>914-251-1525</u>	Fax No. <u>914-251-0662</u>	

THE NAMED CLAIMANT, A PARTY TO A WRITTEN AGREEMENT PROVIDING FOR ARBITRATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION RULES, HEREBY DEMANDS ARBITRATION THEREUNDER.  
(ATTACH THE ARBITRATION CLAUSE)

NATURE OF DISPUTE (Please give enough details to enable the AAA to select arbitrators with appropriate experience)

See attached

DOLLAR AMOUNT OF CLAIM <u>\$ 60,000.00</u>	OTHER RELIEF SOUGHT
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PLEASE DESCRIBE APPROPRIATE QUALIFICATIONS FOR ARBITRATOR(S) TO BE APPOINTED TO HEAR THIS DISPUTE  <u>Architect familiar with renovations and construction in Manhattan residence apartments, particularly combining two (2) apartments into one (1) residential unit.</u>	
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CLAIMANT IS	
<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Design Professional (specify _____)
<input type="checkbox"/> Subcontractor (specify _____)	<input type="checkbox"/> Contractor
<input type="checkbox"/> Other (specify _____)	<input type="checkbox"/> Other (specify _____)

RESPONDENT IS	
<input type="checkbox"/> Owner	<input type="checkbox"/> Design Professional (specify _____)
<input type="checkbox"/> Subcontractor (specify _____)	<input type="checkbox"/> Contractor
<input type="checkbox"/> Other (specify _____)	<input type="checkbox"/> Other (specify _____)

ESTIMATED TIME NEEDED FOR HEARINGS OVERALL _____ hours _____ days	
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Copies of this demand are being filed with the American Arbitration Association at its NY County (location of office). Claimant requests that the AAA commence the administration of the arbitration. Under the rules, you may file an answering statement within fifteen days after notice from the AAA.

CLAIMANT REQUESTS THAT ARBITRATION HEARINGS BE HELD AT THE FOLLOWING LOCALE <u>NY County - LOCATION OF WHERE WORK WAS PERFORMED</u>	
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Signature (may be signed by representative)	Title <u>ATTORNEY (IMR, CML)</u>	Date <u>11-10-03</u>
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Name of Claimant <u>Stuart &amp; Carina Marton</u>			Name of Representative <u>Donald Citak / Citak &amp; Citak</u>		
Address <u>200 East 27th Street, Apt. 14F</u>			Address <u>270 Madison Avenue, Suite 1203</u>		
City <u>New York</u>	State <u>NY</u>	Zip Code <u>10016</u>	City <u>New York</u>	State <u>NY</u>	Zip Code <u>10016</u>
Phone No.	Fax No.		Phone No. <u>212-759-9585</u>	Fax No. <u>212-759-2979</u>	

TO INSTITUTE PROCEEDINGS, PLEASE SEND THREE COPIES OF THIS DEMAND AND THE ARBITRATION AGREEMENT, WITH THE FILING FEE, AS PROVIDED FOR IN THE RULES, TO THE AAA. SEND THE ORIGINAL DEMAND TO THE RESPONDENT.

**NATURE OF DISPUTE BETWEEN PARTIES**

1. In or about May 2000, Stuart and Carina Marton (hereinafter "Claimants") entered into a contract with Hogan Contracting Inc, (hereinafter "Respondent"), pursuant to which Respondent was to undertake the combination and renovation of the subject apartments, the result of which in part was to make them into one apartment unit. Pursuant to the terms of the Agreement, Respondent was to provide all of the work, labor and services and furnish all of the goods, materials and equipment necessary to complete the combination and renovation of the subject apartments.
2. A copy of the parties' agreement is annexed as Exhibit A.
3. Pursuant to this Agreement,
  - A) all of the work, labor and services to be performed and the goods, materials and equipment to be supplied were to be done at the subject apartments in New York County;
  - B) the work for this project was to have commenced in early June 2000 and was to have been completed in early September 2000;
  - C) in the event of any delay in the completion of the work, labor and services to be performed by Respondent, Respondent was to pay to Claimants liquidated damages in the sum of One Hundred and Seventy-Five (\$175.00) Dollars for each calendar day of delay until the work is substantially complete;
  - D) Claimants were to have paid Respondent a total sum in excess of \$120,000.00 for undertaking all of the work, labor and services and for furnishing all of the goods, materials and equipment necessary to complete the combination and renovation of the subject apartments.
4. Respondent commenced work at the subject apartments under the terms of the Agreement.
5. Between June and November 2000, Claimants paid the sum of \$108,604.00 to Respondent for the work, labor and services undertaken and goods, material and equipment supplied by Respondent in performance its obligations under the terms of the Agreement.
6. Commencing in November 2000, Respondent refused to perform any further work, labor and/or services at, or supply any further goods, materials and equipment to, the subject apartments, to complete the terms of the Agreement.

7. Respondent's failure to perform and complete its duties and obligations under the terms of the Agreement was a breach of its contract with Claimant.
8. As a result of Respondent's breach of the Agreement, Claimants have been and will be compelled to expend money to complete the work, labor and/or services at, or obtain the goods, materials and equipment to, the subject apartments, necessary to complete the project commenced and undertaken by Respondent under the terms of the Agreement, the completion of which was substantially delayed by the Respondent's actions.
9. In connection with the work, labor and services undertaken by Defendant in performing obligations at the subject apartments pursuant to the terms of the Agreement, Respondent explicitly and impliedly warranted that the work, labor and services performed by Respondent were guaranteed, in that they would be of good quality, free from defects and performed in a workman-like manner.
10. In connection with the goods, materials and equipment supplied by Respondent in performing obligations at the subject apartments pursuant to the terms of the Agreement, Respondent explicitly and impliedly warranted that the goods, materials and equipment supplied were guaranteed, in that they would be of good quality and free from defects.
11. Claimants were induced to rely and did rely on Respondent's warranties.
12. Respondent breached its warranties concerning the quality of the workmanship and materials in significant aspects of the work, labor and services rendered and undertaken and/or the goods, materials and equipment supplied by Respondent were not of good quality and/or were not free from defects.
13. As a result of Respondent's breach of the Agreement, Claimants have been and will be compelled to expend money to complete and/or repair and redo the work, labor and/or services at, or obtain the goods, materials and equipment to, the subject apartments, necessary to complete the project commenced and undertaken by Respondent under the terms of the Agreement.
14. As a result of the foregoing, Claimants have sustained damages in the sum of approximately Sixty Thousand (\$60,000.00) Dollars.

13459 2988-03 PI

CITAK & CITAK  
ATTORNEY PROFESSIONAL ACCOUNT  
270 MADISON AVE., STE. 1203  
NEW YORK, NY 10016

17981

PAY TO THE ORDER OF AAA

DATE 11/12/03 1-1357/269

- Three hundred and twenty-five \$ 325.00 DOLLARS 

Signature SIGNATURE BANK  
Private Client Group 271  
271 Madison Avenue  
New York, NY 10016

FOR MARINA   
1017981 1026013576 1500330704

# EXHIBIT “IX”

*Citak & Citak  
Attorneys at Law*

*Burton Citak  
Donald L. Citak*

*270 Madison Avenue, New York, N.Y. 10016*

*(212) 759-9585 / (800) 724-9585*

*Fax (212) 759-2979*

E-mail: [dcitak@citaklaw.com](mailto:dcitak@citaklaw.com)  
[bcitak@citaklaw.com](mailto:bcitak@citaklaw.com)

November 19, 2003

Stuart Marton  
200 East 27<sup>th</sup> Street, Apt. 14E  
New York, New York 10016

Dear Stuart:

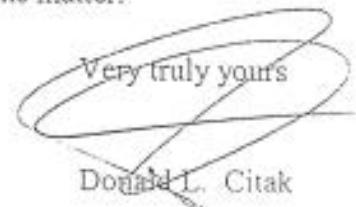
The Summons and Complaint of behalf of your neighbor, Siba Shakib, has finally been prepared and delivered to me.

Enclosed herein please find a copy of the Summons and Complaint that her attorney, William Jaffe, Esq., delivered to my office. Kindly forward same to your insurance company (Chubb) for the defense of same.

In connection with your claim against Hogan Contracting, Inc., you should have received copies of our Demand for Arbitration at this point. Be advised that, although we had enclosed a check for the filing fee of \$ 325.00, we were advised by AAA that this amount was the fee for Mediation only. The fee for a Mediation/Arbitration is \$ 750.00. Under your contract, you are required to proceed to Mediation first and then to Arbitration. If you proceed to Mediation under the present \$ 325.00 filing fee, the fee for Arbitration at a subsequent date would be the full \$ 750.00

Please advise if you simply wish to proceed to Mediation at this time, or to proceed to Mediation/Arbitration, in which case we request that you forward to us a check in the sum of \$ 425.00 payable to the American Arbitration Association, which we will tender to them.

We await word from you in connection with this matter.

*Very truly yours*  
  
Donald L. Citak

DLC/sd  
Enclosure

# EXHIBIT “X”



American Arbitration Association  
Dispute Resolution Services Worldwide

Catherine Shaikh,  
Vice President, Northeast Case Management Center  
Christopher Franza, Yvonne Nelson  
Assistant Vice President  
930 Warren Avenue, East Providence, RI 02914  
telephone: 609-283-4603 facsimile: 401-435-6529  
internet: <http://www.adr.org/>

Date: November 21, 2005

FAX

To  
Donald Citak  
Citak & Citak  
270 Madison Avenue - Suite 1203  
New York, NY 10016  
Fax Number: 212-759-2979

Lee Pollack, Esq.  
Maguire & Pollack  
106 Corporate Park Drive - Suite 401  
White Plains, NY 10604  
Fax Number: 914-251-0662

From: Susan Gilkenson for Jodie L. Waterman

Number of Pages: 2 (including cover)

Re: 13 459 02998 03  
Stuart & Carina Marton  
and  
Hogan Contracting, Inc.

MESSAGE: PRECASE

THIS FAX TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED OR OTHERWISE EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT OR THE PERSON AUTHORIZED TO DELIVER THIS FAX TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OF THIS FAX IS PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AT THE NUMBER LISTED ABOVE AND RETURN THE ORIGINAL FAX TO US BY FIRST CLASS MAIL AT THE ABOVE ADDRESS.



American Arbitration Association  
Dispute Resolution Services Worldwide

November 21, 2003

Via Facsimile  
Donald Citak  
Citak & Citak  
270 Madison Avenue - Suite 1203  
New York, NY 10016

Via Facsimile  
Lee Pollack, Esq.  
Maguire & Pollack  
106 Corporate Park Drive - Suite 401  
White Plains, NY 10604

Re: 13 459 02998 03  
Stuart & Carina Marton  
and  
Hogan Contracting, Inc.

Catherine Shanks,  
Vice President, Northeast Case Management Center  
Christopher Fracassa, Yvonne Nelson  
Assistant Vice President  
950 Warren Avenue, East Providence, RI 02814  
telephone: 866-293-4053 facsimile: 401-435-6029  
e-mail: <http://www.adr.org/>

Dear Parties:

This will acknowledge receipt on November 17, 2003, of a Demand for Arbitration dated November 12, 2003. We understand a copy was sent to the Respondent.

We note the contract clause providing for arbitration designating the American Arbitration Association as the administering agency has been eliminated from the contract. Notwithstanding that fact, the AAA is of course willing to provide its administrative services in this matter. Therefore, the AAA invites the parties to provide their written consent for the AAA's continued administration of this arbitration. You may do so by completing a Submission to Dispute Resolution form. Please note, all parties participating in the arbitration must sign this form. The AAA requests that you return your Submission to Dispute Resolution form on or before November 26, 2003, so that we may proceed with the next administrative step in this matter.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

Jodie L. Waterman  
Case Manager  
401 431 4799  
[Watermanj@adr.org](mailto:Watermanj@adr.org)

Jacqueline N. Pelphrey  
Supervisor  
401 431 4817  
[Pelphreyj@adr.org](mailto:Pelphreyj@adr.org)

# EXHIBIT “XI”

# American Arbitration Association

## SUBMISSION TO DISPUTE RESOLUTION

The named parties hereby submit the following dispute for resolution, under the rules of the American Arbitration Association:

Rules Selected:

Commercial       Construction  
 Other \_\_\_\_\_

Procedure Selected:

Binding Arbitration       Mediation  
 Other proceed to Arbitration if necessary  
(Describe)

Nature of Dispute (attach additional sheets if necessary):

See attached.

Amount of Monetary Claim or Nature of Non-Monetary Claim:

\$ 60,000.00

Type of Business: Claimant \_\_\_\_\_ Respondent Contractor

Place of Hearing New York County - Location of where work was performed

We agree that, if arbitration is selected, we will abide by and perform any award rendered hereunder and that a judgment may be entered on the award.

To be completed and signed by all parties

(attach additional sheets if necessary, please remember to obtain signatures)

Stuart & Carina Marton

Name of Party  
200 East 27th Street, Apt. 14E

Address  
New York, New York 10016

City, State and Zip Code

(  ) \_\_\_\_\_  
Telephone      Fax

Donald L. Citak, Esq.

Name of the Party's Attorney or Representative  
Citak & Citak

Name of Firm (if applicable)

270 Madison Avenue, Suite 1203  
Address  
New York, New York 10016

City, State and Zip Code

212 ) 759-9585      212-759-2979

Telephone      Fax

Signed† (may be signed by a representative) Title

Date: 12-3-03

Hogan Contracting, Inc.

Name of Party  
247 West Hartsdale Avenue

Address  
Hartsdale, New York 10530

City, State and Zip Code

(914) 684-0277      914-684-0285  
Telephone      Fax

Lee Pollack, Esq.

Name of the Party's Attorney or Representative  
Maguire & Pollack

Name of Firm (if applicable)

106 Corporate Park Drive, Suite 401  
Address  
White Plains, New York 10604

City, State and Zip Code

(914) 251-1525      914-251-0662

Telephone      Fax

Signed† (may be signed by a representative) Title

Date: \_\_\_\_\_

*Please file two signed copies and the non-refundable filing fee with the AAA.  
For additional information, please visit our Web site at [www.adr.org](http://www.adr.org)*

† Signatures of all parties are required.

*Citak & Citak  
Attorneys at Law*

*Burton Citak  
Donald L. Citak*

*270 Madison Avenue, New York, N.Y. 10016*

*(212) 759-9585 / (800) 724-9585*

*Fax (212) 759-2979*

E-mail: [dcitak@citaklaw.com](mailto:dcitak@citaklaw.com)  
[bcitak@citaklaw.com](mailto:bcitak@citaklaw.com)

December 4, 2003

BY FAX ONLY (914) 251-0662

Maguire & Pollack  
106 Corporate Park Drive - Suite 401  
White Plains, NY 10604  
Attention: Lee A. Pollock, Esq.

Re: Our client: Stuart and Carina Marton  
Your client: Hogan Contracting, Inc.

Dear Mr. Pollock:

You should be in receipt of the letter from the AAA, requesting that the parties acknowledge their consent to have the matter submitted to that organization for mediation and arbitration in connection with their dispute arising from their May 2000 contract. The need to do so exists because the paragraph in that contract designating the AAA as the arbitration organization was crossed out.

Kindly sign the enclosed form which shall serve as the submission and designation form required by AAA.

If you propose to have the matter submitted to a different arbitration organization, please advise us that organization, and forward us a copy of that organization's arbitration rules.

Thank you for your courtesy and cooperation.

Very truly yours,

Donald L. Citak

DLC/tg

# EXHIBIT “XII”

DEPARTMENTAL  
DISCIPLINARY  
COMMITTEE

COMPLAINTS  
AGAINST  
LAWYERS



DEPARTMENTAL  
DISCIPLINARY  
COMMITTEE

Supreme Court, Appellate Division  
First Judicial Department  
61 Broadway, 2nd Floor  
New York, New York 10006  
Phone: (212) 401-0800  
Fax: (212) 401-0810

**Answers to Your Questions:**

- Where to Send Your Complaint
- What is the Departmental Disciplinary Committee?
- What the Committee Can and Cannot Do
- How to File a Complaint
- Other Sources of Help

YEAR 2007



- resolving the complaint privately;
- Issue a private sanction to the lawyer (a "Letter of Admonition");
- Recommend to the Court that the lawyer receive a public condemnation ("censure");
- Recommend to the Court that the lawyer's right to practice law be taken away for a specified period of time ("suspension"); or
- Recommend to the Court that the lawyer's license to practice law be taken away ("disbarment").

#### **IV. WHAT THE COMMITTEE CANNOT DO**

In response to complaints, the Committee is limited to disciplining the offending lawyer or referring the matter to a mediator (as outlined above). The Committee cannot:

- Give you legal advice or represent you in a civil suit against your lawyer, including a suit for legal malpractice or any other claim. If you wish to



obtain money from your lawyer on your claim of improper conduct, you should consult an attorney knowledgeable in that field for advice and representation. There are time limits for making certain claims, so you should seek legal advice promptly.

- Determine fee disputes between you and your lawyer. Lawyers are required to participate in mandatory arbitration of fee disputes of certain matters.
- Collect money for you. If an attorney owes you money, and you have not obtained a judgment, you should consider hiring a lawyer to collect your money.
- Generally speaking, act on your complaint if there is related pending litigation.

If you are in doubt as to whether the Committee can help you, you may contact the Committee for guidance. Use the address and telephone number provided on page 2 of this pamphlet.